

### Section 33. Past Practices and Existing Memorandum of Understanding

(a) Continuance of working conditions and practices not specifically provided herein or authorized by ordinance or resolution of the City Council shall not be guaranteed by this Memorandum of Understanding.

(b) Specific provisions of this Memorandum of Understanding shall supersede all existing and prior memoranda of understanding between City and the Union, personnel rules, regulations, resolutions, and ordinances on the same subject.

(c) As to any subject matter which is not covered in this Memorandum of Understanding, the Personnel Rules and Regulations, City ordinances, and City resolutions shall be applicable.

### Section 34. Negotiable Benefits

The inclusion of certain benefits in this Memorandum of Understanding shall not preclude the City and the Union from meeting and conferring and agreement upon other or substituted benefits in subsequent memoranda of understanding.

### Section 35. Separability of Provisions

Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provisions shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for the provisions rendered or declared illegal.

### Section 36. New Work

In the event that the City introduces new work which the union believes does not fall within any of the existing classifications, the City and the Union shall, upon written request, meet and confer with respect to the assignment or classification of such work.

### Section 37. Fitness Benefit

The City agrees to provide, as an employer-paid benefit, membership to the City's Recreation Center fitness facility for each member of the bargaining unit desiring the same.

### Section 38. Work Uniforms

(a) In recognition that employees are required to wear City adopted work uniforms during

the performance of City work, the City shall issue to an employee in the classifications of Mechanic I/II, Maintenance Worker I/II, Maintenance Technician, CATV Technician I/II/III, Pump Mechanic I/II, and Community Services Officer II shall receive a one-time basic issue of four (4) sets of coveralls, or, at the option of the employee, the cost equivalent thereof in a combination of coveralls, pants, shirts, T-shirts, and jackets and appropriate uniform(s), jackets and footwear for CSO II. Issued clothing shall be replaced by the City as required in the judgment of the department head.

The City will provide cleaning services for City-provided work uniforms.

#### Section 39. Bargaining Unit Assignment Clarification

The positions of Librarian I and Librarian II shall both be in this bargaining unit.

Upon ratification of this Memorandum of Understanding by vote of the bargaining unit membership, persons assigned to positions classified as Field Supervisor or Assistant Engineer shall no longer be members of this bargaining unit. Those persons, together with any persons who may be assigned such classifications in the future, shall be members of the Mid-Management bargaining unit currently represented by Teamsters Local No. 350. It is understood and agreed that these positions retain salary agreements (a minimum of benchmark linkages shall be maintained) reached during this negotiation and then subsequently be subject to the terms and agreements negotiated by the Mid-Management bargaining unit. It is also further agreed that the Field Supervisor position would remain eligible for over-time or management leave time (but only one option) and that the Assistant Engineer position would be eligible for 60 hours management leave time.

The City agrees to change the title of the Administrative Assistant classification to "Executive Assistant."

#### Section 40. Term

(a) This Memorandum of Understanding, entered into on the 22d day of February, 2001, and retroactive to the 1st day of November 2000, except as otherwise noted, shall remain in effect for those employees employed in the classifications set forth in Appendix "A" for the period from November 1, 2000, and until October 31, 2004, except to the extent that such Memorandum of Understanding may be modified by the parties during such period, and shall continue in full force and effect until either superseded by a subsequent Memorandum of Understanding or by such other action of the City Council affecting wages, hours, and conditions of employment of the employees in classifications covered by this Memorandum of Understanding.

(b) The City and Union shall commence negotiations on the successor agreement to this agreement no later than March 31, 2004, with the goal of concluding negotiations prior to the expiration of this agreement on October 31, 2004.

(c) In the event the parties to this Memorandum of Understanding fail to successfully negotiate